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6 **UNITED STATES DISTRICT COURT**
7 **WESTERN DISTRICT OF WASHINGTON**

8 CIRCLE OF SECURITY INTERNATIONAL,
9 INC., a Washington corporation,

10 Plaintiff,

11 v.

12 ROBYN GOBBEL, LLC, a Michigan limited
13 liability company

14 Defendant.
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Case No.

**COMPLAINT FOR VIOLATIONS OF
LANHAM ACT AND VIOLATIONS
OF WASHINGTON CONSUMER
PROTECTION ACT**

DEMAND FOR JURY TRIAL

16 Plaintiff Circle of Security International, Inc. (hereinafter “Plaintiff” or “COSI”), in
17 support of this Complaint against Defendant Robyn Gobbel LLC (hereinafter, “Defendant”), does
18 hereby allege as follows:

19 **INTRODUCTION**

20 1. COSI is a prominent organization that creates and provides educational tools,
21 resources, trainings, programs and other offerings, to parents, caregivers, teachers and other
22 professionals focused on, among other things, developmental psychology, forming attachments
23 and relationship building, and overall enhancing the parent/caregiver/teacher-child relationship.

24 2. COSI has made substantial investments over the past twenty years in developing,
25 advertising and promoting its proprietary trainings, programs, educational tools and resources, and
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1 other offerings, and its service marks used in connection therewith, and as a result, COSI has
2 gained a reputation as being a source of high-quality training and related services.

3 3. The goodwill and reputation for quality that COSI has worked so hard to cultivate
4 is threatened by Defendant's actions. Defendant uses, without authorization, COSI's proprietary
5 materials and service marks, including COSI's BEING WITH mark and other marks, to sell
6 competing goods to many of the same consumers served by COSI. Unless Defendant is stopped
7 from using COSI's proprietary training courses and materials, including COSI's marks, such use
8 will continue to cause consumer confusion and will cause irreparable harm to COSI.

9 **THE PARTIES**

10 4. COSI is a corporation organized under the laws of the State of Washington with its
11 principal place of business in Spokane, Washington.

12 5. On information and belief, Defendant Robyn Gobbel, LLC is a Michigan limited
13 liability company.

14 6. On information and belief, Defendant was created and is owned and/or operated by
15 Robyn Gobbel.

16 **JURISDICTION/VENUE**

17 7. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1331
18 because this action is being brought under the Lanham Act, 15 U.S.C. § 1121.

19 8. This Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1332, as
20 there is complete diversity between the parties and the matter in controversy exceeds \$75,000,
21 exclusive of interest and costs.

22 9. This Court has supplemental jurisdiction over all other claims pursuant to 28 U.S.C.
23 § 1367 because all other claims are so related to the Lanham Act claims that they form part of the
24 same case or controversy.

1 10. This Court has personal jurisdiction over Defendant at least because it has
2 transacted and continues to transact business and commit tortious acts within and targeted to the
3 state of Washington and Plaintiff's claims herein arise from those activities.

4 11. Defendant has committed, or facilitated the commission of, tortious acts in the state
5 of Washington and has wrongfully caused both Plaintiff and residents substantial injury in
6 Washington.

7 12. Defendant owns and/or operates a website found at www.robbyngobbel.com
8 ("Defendant's Website"), as well as affiliated social media websites including
9 <https://facebook.com/@RobynGobbelMSW/> and <https://www.instagram.com/robyn.gobbel>, and
10 on information and belief, intentionally targets residents of the state of Washington through,
11 among other channels, the Defendant's Website and its social media websites.

12 13. On information and belief, Defendant's clients include residents of this District.

13 14. On information and belief, Defendant advertises, promotes, sells and provides
14 services, all of which are causing harm to Plaintiff and residents of the state of Washington,
15 through Defendant's Website, social media websites and/or other online channels operated or
16 controlled by Defendant.

17 15. On information and belief, Defendant's advertising, sale and provision of services
18 to residents of the state of Washington occurred as part of Defendant's regular course of business.

19 16. On information and belief, several of Defendant's clients received Defendant's
20 services while residing in King County, Washington.

21 17. Defendant's advertising, sale and provision of Defendant's services cause harm to
22 COSI and residents of the state of Washington because Defendant uses, without authorization,
23 COSI's intellectual property, including, without limitation, COSI's BEING WITH mark on
24 identical or substantially similar services as those offered by COSI.

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

18. COSI is a prominent organization that creates and provides educational tools, resources, trainings, programs and other offerings, to parents, caregivers, teachers and other professionals focused on, among other things, developmental psychology, forming attachments and relationship building, and overall enhancing the parent/caregiver/teacher-child relationship.

19. One such training offered by COSI is its well-known CIRCLE OF SECURITY Parenting Program (the “COSP Program”). The COSP Program is a program for parents and caregivers to learn how to build secure attachments and improve relationships with their children. The COSP Program has been offered throughout the United States and the world since 2010, and the COSP Program videos and materials have been translated into various languages.

20. COSI offers Registered Parent Educator (“RPE”) trainings, another well-known training program designed for professionals who wish to receive training and education to become licensed by COSI as a facilitator of the COSP Parenting Program (“RPE Training Program”). The RPE Training Program is offered throughout the United States, as well as in more than 20 other countries, and the related training materials have been translated into various languages.

21. COSI made substantial investments over the past twenty years in developing, advertising and promoting its COSP Program, RPE Training Program, and other offerings, and as a result, consumers associate and affiliate these trainings, programs, and other offerings with COSI.

22. In connection with these trainings, programs and other offerings, COSI creates and uses certain concepts, service marks and other proprietary and copyrighted materials.

23. In particular, COSI uses the BEING WITH mark (the “Mark”) and certain other unique taglines and phrases, such as “Welcome to the Club,” “Rupture and Repair,” and “Mean, Weak and Gone” in connection with these various trainings, programs and other offerings.

1 24. COSI, through its predecessors, incorporated the Mark as a key feature of its
2 various trainings, programs and other offerings since at least as early as 2003, and continuously
3 since then.

4 25. Even beyond using the Mark as a key feature of many trainings on concepts central
5 to COSI, COSI's use includes presentations and workshops given throughout the country using
6 the Mark in the title and throughout the workshop.

7 26. Due to COSI's longstanding and widespread use of the BEING WITH mark in
8 connection with its well-known COSP Program, RPE Trainings and other offerings, COSI
9 developed considerable and valuable goodwill and reputation with respect to its BEING WITH
10 mark, as well as its COSP Program and RPE Program, and consumers recognize and associate the
11 term BEING WITH with COSI and COSI's trainings, programs and other offerings. As a result,
12 COSI developed strong common law rights in the BEING WITH mark.

13 27. COSI also created, and consistently uses, unique taglines, terms, and concepts, such
14 as "Welcome to the Club," "Rupture and Repair," "Mean, Weak and Gone", in connection with
15 its COSP Parenting Program, RPE Training Program, and other offerings. COSI has used these
16 taglines, terms, and concepts consistently in its trainings and other offerings and customers
17 associate these taglines, terms, and concepts with COSI.

18 28. COSI's predecessor, Cooper, Hoffman, & Powell LLC ("CHP"), created an
19 agreement titled "Agreement for CIRCLE OF SECURITYTM Registered Parent Educator
20 Individual Parent Educator Version" (the "RPE Contract"), which is used in connection with the
21 RPE Training Program.

22 29. COSI, through its predecessor CHP, offered an RPE Training Program in June 2015
23 in Austin, Texas (the "2015 RPE Training").
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1 30. The materials accompanying the 2015 RPE Training incorporated the Mark into a
2 significant portion of the materials accompanying the 2015 RPE Training.

3 31. COSI, through its predecessor CHP, required all attendees of the 2015 RPE
4 Training Program to enter into the RPE Contract.

5 32. Robyn Gobbel, creator and owner and/or operator Defendant, attended the 2015
6 RPE Training and entered into an RPE Contract, in her individual capacity, dated June 5, 2015.

7 33. During the 2015 RPE Training, Robyn Gobbel received training materials from
8 COSI.

9 34. Those materials included materials bearing the BEING WITH mark and other
10 marks owned and used by COSI.

11 35. Those materials included other proprietary and confidential material created and/or
12 owned by COSI.

13 36. The RPE Contract stated, among other things, that the RPE Training contained
14 materials in various mediums that were deemed proprietary information and the intellectual
15 property of COSI's predecessor, CHP.

16 37. In particular, the RPE Contract stated that CHP had created copyrighted materials
17 in various mediums which were utilized in teaching the CIRCLE OF SECURITY™ protocol. The
18 RPE Contract referred to such intellectual property as the "Licensed Property".

19 38. Robyn Gobbel acknowledged and agreed in the RPE Contract that, among other
20 things, CHP solely owned all rights in or to the RPE Program materials, including trademarks and
21 copyrighted materials, and agreed to never prejudice or impair the intellectual property provided
22 as part of the RPE Program.

23 39. The RPE Contract granted Robyn Gobbel, subject to the terms of the RPE Contract
24 and upon successful completion of the training, a non-exclusive, non-transferrable, and non-
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1 sublicensable right to use the Licensed Property while presenting the CIRCLE OF SECURITY™
2 protocol to caregivers.

3 40. As a condition of the license granted to Robyn Gobbel, Robyn Gobbel agreed to,
4 among other things, the following provisions in the RPE Contract (with “RPE” below being Robyn
5 Gobbel):

- 6 a) The materials provided are solely owned by CHP, as the Licensor of such materials
7 and are protected by applicable copyright, trademark, and applicable intellectual
8 property laws and international treaties. RPE have [sic] no ownership in these
9 materials. Rather, RPE holds them as a licensee under the terms and conditions of
10 this agreement.
- 11 b) RPE may only use the trademarked term CIRCLE OF SECURITY™ in the
12 following manner in all advertising, announcements, handouts or the like.
- 13 i. “Circle of Security Registered Parent Educator”, when describing
14 his/her qualifications derived from CHP to teach CIRCLE OF
15 SECURITY™ Parenting Program.
- 16 ii. “Circle of Security Parenting” when describing the program.
- 17 c) RPE will not present the CIRCLE OF SECURITY™ Parenting Program as
18 counseling, therapy, evidenced based intervention, or any term that implies
19 psychological treatment or any mental disorder, diagnosis, or clinical parent child
20 program.
- 21 d) Will not give, sell or loan to any other person the materials whereby RPE was taught
22 to become a CIRCLE OF SECURITY™ Registered Parenting Educator.
- 23 e) Will not copy (partially or completely) the CIRCLE OF SECURITY™ Parenting
24 DVD.
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- 1 f) Will not use the CIRCLE OF SECURITY™ Parenting Program for any research
2 project, unless he or she has been provided written permission to do so by CHP.
- 3 g) Will not incorporate materials (such as DVDs, manuals, handouts or similar
4 presentation) from the CIRCLE OF SECURITY™ Parenting Program to create a
5 manual for a parenting program.
- 6 h) RPE will not compete using any materials from COS with Cooper, Hoffman &
7 Powell, LLC any where in the world. In the event this covenant not to compete is
8 breached CHP shall have the right to enjoin the violation and recover damages
9 equal to all gross revenues received by Agency and RPE in violation of this non-
10 competition clause. The parties agree that CHP shall not be required to post a bond
11 in connection with enforcement of this non-competition clause.
- 12 i) Registered Parent Educator will not use DVD and materials to train professionals
- 13 i. Materials are designed for small interactive groups and not larger
14 trainings
- 15 ii. Presenting to groups over 18 participants is considered training
- 16 iii. If giving a presentation on a topic (i.e. attachment theory, early
17 intervention, etc.) Circle of Security materials may be used (handouts,
18 video, slides, etc.) must be less than 10% of materials used for the
19 presentation.
- 20 iv. Child care providers, teachers, foster parents, etc. are professionals
21 who may find this material relevant. If presenting COS-P to groups
22 such as this the focus of the training must be for participants to learn
23 about personal family relationships. When COS-P is offered to
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professionals the program announcement must contain the following statement under the title

- i. “The focus of this workshop will be for participants to learn Circle of Security Parenting© for their own personal family relationships and is not training participants to professionally use the materials or DVD.”

41. The RPE Contract prohibited the following, expressly stating that any of the following actions by the RPE, among others, would constitute a material breach of the Agreement:

- a) Impair or prejudice the integrity of the Licensed Property;
- b) Superimpose, insert, transpose, merge or add anything to the Trademarks, or alter or distort it in any way;
- c) Use of any term other than CIRCLE OF SECURITY™ in any Caregiver Education Class or to advertise or promote any parent or caregiver classes where Licensed Property is used as part of the curriculum;
- d) The making of copies in any medium of the Licensed Property (other than Caregiver handouts for use by parents participating in the program);
- e) Any representation or presentation by RPE that he or she is providing counseling, therapy, evidenced based intervention, or statement in any medium by Parent Educator that implies psychological treatment for any mental disorder, diagnosis, clinical or parent/child problem;
- f) Any training or attempt by RPE to train another in use of the Licensed Property and/or associated protocols; and,
- g) Allowing the use of Licensed Property in any class where a Registered Parent Educator is not personally present.

1 42. In May 2021, COSI acquired all of the business assets of CHP, including, but not
2 limited to, the rights in and to the COSP Program and the RPE Program, and all related confidential
3 and proprietary materials as well as related intellectual property, including, but not limited to, the
4 BEING WITH mark, and all other marks used in connection with the COSP Parenting Program,
5 RPE Training Program, and related offerings.

6 43. On information and belief, Robyn Gobbel formed Robyn Gobbel, PLLC on July 3,
7 2019.

8 44. On information and belief, Robyn Gobbel, PLLC changed its entity name to
9 “Robyn Gobbel, LLC” on January 29, 2024.

10 45. On December 15, 2022, Defendant filed an application with the United States
11 Patent and Trademark Office (USPTO) to register the mark BEING WITH for the following
12 services: “Providing classes, seminars, workshops, and training for parents, instructors, and other
13 individuals in the field of education for individuals with autism and other developmental disorders”
14 in Class 041 and “Mental health services; Clinical mental health consultation services; Providing
15 news and information in the field of mental health; Providing news and information in the field of
16 children's mental health; Providing on-line information in the field of mental health” in Class 044
17 (the “BEING WITH Application”). The BEING WITH Application was assigned the Serial
18 Number 97719935.

19 46. The BEING WITH Application lists the date of first use of the mark in both Classes
20 as September 1, 2021.

21 47. As part of the application process, Defendant submitted a specimen of use for the
22 BEING WITH Application that contained, among other things, a form agreement titled “Training
23 Agreement and License” (the “Gobbel Contract”) as a sample of the agreement that Defendant
24 uses with its own clients.
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1 48. The Gobbel Contract contains nearly identical provisions and is substantially
2 similar to the RPE Contract that Robyn Gobbel entered into as part of its 2015 RPE Training.

3 49. Defendant, or its counsel, signed a declaration with its BEING WITH Application
4 on December 15, 2022, stating that to the best of its knowledge, no other person, firm, corporation
5 or association had the right to use the mark in commerce, either in the identical form thereof or in
6 such near resemblance thereto as to be likely, when used on or in connection with the
7 goods/services of such other person, to cause confusion, or to cause mistake, or to deceive.

8 50. On information and belief, Defendant had knowledge of COSI's rights in and to the
9 BEING WITH mark based on, among other things, COSI's widespread use of the Mark and Robyn
10 Gobbel's attendance at COSI's 2015 RPE Training.

11 51. On information and belief, Defendant operates a training program titled "BEING
12 WITH" for professionals working with parents and caregivers ("Defendant's Training Program").

13 52. On information and belief, Defendant requires professionals taking Defendant's
14 Training Program to enter into the Gobbel Contract.

15 53. On information and belief, Defendant's Training Program copies many aspects of
16 the RPE Training Program including, but not limited to, using the BEING WITH mark and COSI's
17 unique taglines, terms, and concepts, including "Welcome to the Club," "Rupture and Repair,"
18 "Mean, Weak and Gone".

19 54. On information and belief, Defendant's Training Program is currently offered for
20 sale to professionals for approximately \$5,850.00.

21 55. On information and belief, the sale of Defendant's Training Program includes a
22 license to professionals to use the BEING WITH mark for two years, with an option to purchase
23 further licensing rights thereafter for an estimated \$1,200.00.

1 56. Defendant owns and/or operates Defendant's Website and related social media sites
2 including <https://facebook.com/@RobynGobbelMSW/> and
3 <https://www.instagram.com/robyn.gobbel>.

4 57. Defendant's Website and social media sites use, without COSI's authorization, the
5 BEING WITH mark.

6 58. Defendant's Website and social media sites advertise, market, sell and provide
7 Defendant's Training Program using, without COSI's authorization, the BEING WITH mark.

8 59. On information and belief, Defendant's customers purchase access to the
9 Defendant's Training Program through Defendant's Website.

10 60. Defendant's Website contains a directory of "graduates" who have completed
11 Defendant's Training Program and this directory currently lists approximately 76 graduates.

12 61. Defendant currently advertises that Defendant's Training Program will be offered
13 in 2025 and again in 2026.

14 62. On information and belief, Defendant's Training Program taking place in 2025
15 began on January 8, 2025.

16 63. Defendant's Website advertises Defendant's Training Program as being "full" for
17 the 2025 session and encourages customers to join the waitlist for Defendant's Training Program
18 taking place in 2026.

19 64. On information and belief, Defendant requires the professionals taking Defendant's
20 Training Program to acknowledge and attribute ownership of the BEING WITH mark and
21 Defendant's Training Program and related materials to Defendant.

22 65. On information and belief, professionals who have taken Defendant's Training
23 Program are using the BEING WITH mark and are attributing ownership of the BEING WITH
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1 mark, and Defendant's Training Program and materials offered therein, to Defendant and/or Robyn
2 Gobbel.

3 66. On information and belief, Defendant modified, added to or distorted the BEING
4 WITH mark by creating and using, without authorization, various iterations of the following
5 versions of the BEING WITH mark, including: *Being With* and *Being With*TM.

6 67. At no time was Defendant or Robyn Gobbel authorized to use the BEING WITH
7 mark, or any other proprietary materials owned by COSI, in the manner in which Defendant and
8 Robyn Gobbel are currently using the BEING WITH mark and proprietary materials.

9 68. On July 16, 2024, COSI sent Defendant and Robyn Gobbel a cease and desist letter
10 asking Defendant and Robyn Gobbel to immediately stop using COSI's intellectual property and
11 breaching the terms of RPE Contract.

12 69. On August 7, 2024, counsel for Defendant and Robyn Gobbel sent a letter to COSI
13 denying all allegations and refusing to take any action or cease any conduct in response to COSI's
14 request.

15 70. On October 11, 2024, COSI submitted a request for mediation to AAA, which was
16 assigned case number 01-24-0008-2000, as required pursuant to the terms of the RPE contract.

17 71. On October 28, 2024, counsel for Defendant and Robyn Gobbel LLC, notified
18 AAA that both Defendant and Robyn Gobbel LLC declined to participate in mediation and stating
19 that the company (Defendant) was not in existence at the time of the RPE Contract.

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21 **COUNT ONE: LANHAM ACT VIOLATIONS – TRADEMARK INFRINGEMENT AND**
22 **UNFAIR COMPETITION**

23 72. COSI incorporates by reference the allegations in the paragraphs above.

24 73. COSI and Defendant are competitors.
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1 74. Since at least as early as 2003, COSI, through its predecessors, has continuously
2 used the BEING WITH mark in commerce in the United States in connection with COSI's
3 provision of goods and services, including its proprietary trainings, programs, educational tools
4 and resources, and other related offerings.

5 75. Given COSI's substantial investments over the past twenty years in developing,
6 advertising and promoting its COSP Program, RPE Training Program, and other offerings,
7 consumers associate and affiliate these trainings, programs, and other offerings with COSI.

8 76. Given COSI's longstanding, widespread and consistent use of its unique taglines,
9 terms, and concepts, such as "Welcome to the Club," "Rupture and Repair," "Mean, Weak and
10 Gone", consumers associate and affiliate these unique taglines, terms, and concepts with COSI
11 and COSI's offerings.

12 77. Given COSI's longstanding, widespread and consistent use of the BEING WITH
13 mark in connection with its various trainings, programs, and other offerings, consumers associate
14 and affiliate the BEING WITH mark with COSI and with COSI's offerings.

15 78. Notwithstanding COSI's established rights in the COSP Program and related
16 materials, RPE Training Program and related materials, its unique taglines, terms, and concepts,
17 and its BEING WITH mark, upon information and belief, Defendant adopted and used, without
18 authorization, confusingly similar programs, materials, taglines, terms, concepts, and trademarks
19 in interstate commerce in connection with the sale and offering for sale of Defendant's Training
20 Program and related services, all well after COSI established its rights therein.

21 79. Defendant has engaged in its infringing and unlawful activities despite having
22 actual knowledge of COSI's prior rights.

23 80. Defendant is encouraging third parties to infringe upon COSI's rights by purporting
24 to grant licenses to the BEING WITH mark and COSI's other proprietary materials and intellectual
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1 property to third parties and requiring such third parties to inaccurately attribute ownership of such
2 to Defendant.

3 81. Defendant's actions are likely to mislead and confuse the public into concluding
4 that its goods and/or services originate with, are affiliated with, or are authorized by COSI, which
5 will damage both COSI and the public. COSI has no control over the quality of goods and services
6 sold by Defendant and because of the source confusion caused by Defendant, COSI could lose
7 control over its valuable goodwill associated its COSP Program, RPE Training Program, BEING
8 WITH mark, and other trademarks and intellectual property.

9 82. Defendant has, and continue to, advertise and offer its goods and services for sale
10 using the BEING WITH mark and COSI's other trademarks and intellectual property with the
11 intention of misleading, deceiving, or confusing consumers as to the origin of its goods and
12 services and with the intention of trading on COSI's reputation and goodwill.

13 83. Defendant's actions as described above constitutes willful, deliberate, and
14 intentional trademark infringement and unfair competition 15 U.S.C. § 1125(a) and has caused and
15 is likely to continue to cause consumer confusion, mistake, or deception.

16 84. Defendant's actions, including its unauthorized marketing and sale of its products
17 and/or services in interstate commerce under the BEING WITH mark and COSI's other
18 trademarks, constitute use of a false designation of origin or false representation that wrongfully
19 and falsely designates Defendant's products and/or services as originating from or connected with
20 COSI in violation of 15 U.S.C. § 1125(a).

21 85. The actions of Defendant as alleged herein constitute intentional, willful, knowing,
22 and deliberate unfair competition.

23 86. As a direct and proximate result of Defendant's trademark infringement and acts of
24 unfair competition, COSI has suffered and will continue to suffer irreparable loss of income,
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1 profits, and goodwill and Defendant has unfairly acquired and will continue to unfairly acquire
2 income, profits, and goodwill.

3 87. Defendant's trademark infringement and acts of unfair competition will cause
4 further irreparable injury to COSI if Defendant is not restrained from further violation of COSI's
5 rights. COSI has no adequate remedy at law.

6 **COUNT TWO: LANHAM ACT VIOLATIONS – FALSE ADVERTISING**

7 88. COSI incorporates by reference the allegations in the paragraphs above.

8 89. Defendant's actions, including its promotion and/or advertising of its goods and
9 services under the BEING WITH mark and COSI's other trademarks, all as set forth above,
10 constitutes commercial advertising or promotion of literally false and/or misleading descriptions
11 of fact that misrepresent the characteristics and qualities of COSI's services and Defendant's
12 services in violation of 15 U.S.C. § 1125(a)(1)(B). Defendant's false and misleading advertising
13 and promotion occurred in interstate commerce.

14 90. Defendant's claims that Defendant and/or Robyn Gobbel created, owns and has the
15 rights to license the BEING WITH mark and COSI's proprietary materials and intellectual
16 property, are literally false and/or misleading.

17 91. These literally false and/or misleading descriptions of fact actually deceived or
18 tended to deceive a substantial number of reasonable consumers and continue to be material to
19 consumers' purchasing decisions.

20 92. On information and belief, Defendant's acts of false advertising described herein
21 were intended to cause and did in fact cause deception of the public, misleading prospective
22 purchasers as to the true characteristics and qualities of Defendant's and COSI's goods and/or
23 services.
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1 93. As a proximate result of Defendant's acts described herein, COSI suffered, and will
2 continue to suffer, irreparable harm in the form of damage and injury to its business, reputation,
3 and goodwill. COSI will continue to sustain serious loss of revenues, profits, and market share
4 unless Defendant is preliminarily and permanently restrained and enjoined from further false
5 advertising.

6 **COUNT THREE: VIOLATIONS OF WASHINGTON CONSUMER**

7 **PROTECTION ACT**

8 94. COSI incorporates by reference the allegations in the paragraphs above.

9 95. RCW 19.86.020 prohibits "unfair" or "deceptive" acts or practices in trade or
10 commerce.

11 96. Defendant's actions as described herein, including its advertising, marketing and
12 sale of their products and services under the BEING WITH mark and COSI's other marks
13 unauthorized use of COSI's proprietary materials and intellectual property, to consumers located
14 in the state of Washington constitute "trade" or "commerce" as defined by RCW 19.86.010(2).

15 97. By knowingly and willfully advertising and selling Defendant's training services
16 and related goods under the BEING WITH mark and COSI's other marks, by using and claiming
17 ownership COSI's proprietary materials and intellectual property, Defendant engaged in unfair
18 and deceptive act or practice to deceive consumers into mistakenly believing that the BEING
19 WITH mark, and/or COSI's other proprietary materials and intellectual property were created, are
20 owned by, and/or originate from Defendant when they do not.

21 98. Defendant's actions and misconduct constitutes an unfair and deceptive act or
22 practice and an unfair method of competition in the conduct of trade or commerce, having a public
23 interest impact, in violation of RCW 19.86.020, and has harmed COSI in its business and property.

1 99. Defendant's deceptive statements caused damage to COSI including, but not
2 limited to, damage to COSI's profits, reputation, contracts, business, business relationships, or
3 business expectancies.

4 100. COSI is entitled to recover damages, treble damages, and attorney fees pursuant to
5 RCW 19.86.090.

6 **RELIEF REQUESTED**

7 WHEREFORE, COSI respectfully requests the following relief:

8 A. An award declaring that Defendant's actions constitute trademark infringement,
9 unfair competition and false advertising under the Lanham Act;

10 B. An award declaring that Defendant's actions constitute unfair competition under
11 the Washington Unfair Business Practices Act;

12 C. An order that Defendant and their affiliates, officers, directors, agents, servants,
13 employees, attorneys, and all other persons in active concert or participation with any of them, be
14 preliminarily and permanently enjoined and restrained from all acts of false or misleading
15 description of fact and false or misleading representation of fact, and all other acts of false
16 advertising, unfair competition, unfair and deceptive acts or practices, and, including, but not
17 limited to, representing that Defendant or its owner, Robyn Gobbel, own and/or have rights to the
18 BEING WITH mark, COSI's other marks, or COSI's proprietary materials and other intellectual
19 property, including, but not limited to, the Licensed Property;

20 D. An award to COSI of actual damages as a result of Defendant's infringement of
21 COSI's rights and violation of unfair competition laws, in an amount to be determined at trial;

1 E. An award to COSI of all damages, including treble damages, recoverable under the
2 Lanham Act, 15 U.S. Code § 1117 and §1125 and/or the Washington Unfair Business Practices
3 Act, and enjoinder of Defendant from further misleading and defrauding buyers and infringing
4 COSI's marks;

5 F. An award declaring that Defendant's trademark infringement, false advertising,
6 unfair competition, and other wrongful acts are determined to be deliberate, willful, and in
7 conscious disregard of COSI's rights pursuant to 15 U.S.C. § 1117(a), 15 U.S.C. § 1125(a) and at
8 common law;
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10 G. For an award of reasonable attorney's fees and costs under 35 U.S.C. § 285,
11 15 U.S.C. § 1117(a), and RCW §19.86.090;

12 H. An award of prejudgment interest to the fullest extent permitted by law; and

13 I. Such other and further relief as this Court deems just and proper.

14 COSI expressly reserves the right to add to or amend its claims and to submit such further
15 pleadings and evidentiary materials as appropriate, including but not limited to witness statements
16 and oral testimony, as may be required to support its claims or respond to any claim or defense
17 that may be advanced by Defendant. COSI also reserves the right to add to or amend its claims to
18 reflect new information or circumstances that arise during the course of these proceedings. Finally,
19 COSI requests the right to make other motions and requests for interim or other relief as necessary.
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21 DATED this 12th day of February, 2025.
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Respectfully submitted,



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